

EXHIBIT 31

Name: CHEN SHENG LI
 Acct #: XXXXXXXXXX
 Rep #: 5608

Notes:

Date: 09/10/2015

OK

Physical Certificate Approval To: DTC

Cert #: 85 Share Quantity: 3,897,621 Cert Date: 08/31/2015

Issuer: IMAGE BIOTHERAPEUTICS CORP. Symbol IMM.G.OTCB

CUSIP: 45250J100

Initial Review Stamp Only

mwlde
 9/10/2015, 11:48 AM
 Admin Review Completed
 Notes:

- Indemnification Letter
- Deposited Securities Request Form
- Attorney's Opinion Letter W. SCOTT LAWLER
- Registered and Current (Market Tier)
- Form 10- XBRL
- Form 10- XBRL
- Form 10- XBRL
- Form 10- XBRL

Transfer Agent Email Verifying:

Final Review Stamp Only

russjones
 9/14/2015, 11:21 AM
 Final Review Completed

Processed Stamp Only

bviglione
 9/14/2015, 11:26 AM
 Processed

Price Per Share: \$.051
 Approximate Value: \$ 198,778.67
 Cost Basis: \$14,564.40
 Date Acquired: 03/31/2015

Completed Stamp Only

AFulton
 9/14/2015, 2:00 PM
 Completed

RESET



Deposited OTC Securities Agreement

NAME OF SHAREHOLDER/CUSTOMER	ACCOUNT NUMBER
Chen Sheng Li	[REDACTED]
NAME OF ISSUER	ISSUE DATE
Immage Biotechnology Corp	8/31/15
TICKER SYMBOL	CUSIP NUMBER
IMMC	46250J100
CERTIFICATE NUMBER	NUMBER OF SHARES
85	3,897,821

This Deposited OTC Securities Agreement is made and entered into effective as of the date signed below by and between Alpine Securities Corporation, a Utah corporation ("Alpine"), and Primary Capital LLC ("Correspondent").

Correspondent acknowledges and agrees that it has assumed responsibility for verifying the legality and validity of any certificate deposited with Alpine pursuant to the terms of the Fully Disclosed Clearing Agreement between Alpine and Correspondent and further acknowledges that the above referenced securities (the "Securities") have not been approved or disapproved by Alpine for resale.

Correspondent represents to Alpine that it has performed the necessary due diligence investigation with respect to the Securities, including the inquiry and investigation described in Notice to Members 09-05 of the Financial Industry Regulatory Authority ("FINRA"), and has determined that any resale of the Securities will comply with applicable U.S. federal and state securities laws and regulations and the rules and regulations of FINRA. Correspondent further acknowledges that Alpine is relying on such representations in accepting the Securities for deposit.

In Witness Whereof, this Deposited OTC Securities Agreement has been executed as of the latest dated signature below:

CORESPONDENT
 By: 
 Name: John Immel
 Title: 670
 Date: 7/2/2015

ALPINE
 By: _____
 Name: _____
 Title: _____
 Date: _____



Deposited Securities Registration Form

Indicate Type: <input checked="" type="checkbox"/> Physical Certificate Deposit <input type="checkbox"/> SWAC Transfer from Issuer <input type="checkbox"/> Other Transfer	
Security Owner's Name: Chen Sheng Li Account #: [REDACTED]	
Security Description:	
Bearer Name: Bunge Beaufortville Corp.	Symbol: BMM3
# of Shares: 3,897,621	Date Issued: 31st day of August, 2012
Cert. No. (if any): 85	Market Value: \$130,000
Security Owner Questions:	
1 Security Deposit Section (e.g. Safekeeping/credit):	Receivable
2 Date you acquired the security:	31st day of March, 2013
3 Amount paid for the stock/cost basis (if shares received for services, state value of services; if debt, state amount of debt converted):	\$14,564.40
4 Form of payment (if shares were issued for services or debt refer to Addendum A and B, respectively. These form(s) may not be required by your firm, please contact your broker for instructions):	Cash by wire transfer
5 Name of person/entity from whom you acquired the security:	Bank of America, N.A. (Newark)
6 If you acquired from a third party, from did the person who sold you the stock acquire it? (please write 'Not Applicable' if acquired directly from issuer):	S-1/A effective Aug 1, 2013
7 Was that person an officer, director, or greater than 10% shareholder, of the issuer at the time of acquisition or during the preceding 90 days?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Not Applicable)
8 Are you claiming a resale exemption? If so, which exemption? (e.g. Rule 144, Rule 145, etc.):	No
9 Was the Security covered by a registration statement when acquired? If yes, state effective date and type of registration statement:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Type and Filing Date: S-1/A effective Aug 1, 2013)
10 Are you currently, or have you ever been, an executive officer or director of the issuer? If yes, state position:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Position:)
11 Are you currently, or have you ever been, employed by the issuer? If yes, state position:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Position:)
12 Number of shares owned (include the amount of this deposit, any shares held at another brokerage firm, or any other location in which you have any beneficial ownership):	Amount: 3,897,621
13 Number of shares owned by anyone living in the same household:	Amount: 0
14 Have you or anyone affiliated or related to you sold any shares of the same class in connection in the last three months?	Person(s): No
15 Do you intend to sell additional securities of the same class through any other means?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Captain:)
16 Have you made any payment, directly or indirectly, to any other broker in connection with the proposed sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Explain:)
17 Please you attach an order agreement for the solicitation of buy orders in connection with this sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Explain:)

Office Use Only

Shares Outstanding: 100,201,045	File Marker: [REDACTED]
Current Public Hold:	
Avg. Volume & Source of Avg. Volume:	
Misc. Notes:	

100

Revised 8/14/2014

Security Depositor Agreement

By signing below and submitting the Deposited Securities Registration Form (the "Registration Form") with the Security Depositor, the Depositor agrees to the terms and conditions set forth in this Agreement (the "Agreement") to Alpine Securities Corporation (Alpine), the security owner and/or account holder (the "Security Depositor") regarding the deposited security (the "Security") administered and agreed to each of the following:

- 1. Leasing:** The Security Depositor agrees to keep the foregoing Characteristics information up to date and current with Alpine so long as the security shares are kept in an account owned by Alpine.
- 2. Indemnification:** The Security Depositor agrees to indemnify and hold Alpine harmless from and against any and all public and private claims, regulatory actions, damages, liabilities, costs, and expenses, which Alpine incurs as a result of or in connection with any bankruptcy, any misleading statement, or any omission in the Depositor's responses to the Characteristics, including paying any and all of Alpine's attorney fees and costs related thereto. As part of the indemnification, the Depositor agrees to pay, on a monthly basis or as requested by Alpine's attorneys, all of Alpine's attorney fees that are related to either the Security, the Characteristics, or the Depositor, or to any combination of the three.
- 3. Clearing Firm:** The Security Depositor acknowledges that it has/had no broker & not as broker to Alpine insofar as accepting the Security. Alpine is acting merely as a carrying or clearing firm and performs any ministerial duties with regard to the above security. These duties may include receipt and delivery of funds, coordination and transmission of confirmations, maintenance of records, and collection of fees. As a clearing firm, Alpine is not acting as an advisor or fiduciary to the introducing broker's client, does not accept or execute orders, and does not assert any material control over the introducing broker's business. Security Depositor acknowledges that Alpine/its broker is responsible for performing the necessary due diligence investigation with respect to the Security, including the filing and investigation described in Notice to Members US 02 of the Financial Industry Regulatory Authority ("FINRA"), and for determining that any resale of the Securities will comply with applicable U.S. federal and state securities laws and regulations and the rules and requirements of FINRA.
- 4. Cooperation with Information Requests:** The Security Depositor agrees to cooperate with any request for external audit or regulatory inquiry, relating to either the Characteristics, the Security, or both, by providing any information or documentation reasonably requested by Alpine to support the information provided in the Characteristics and to obtain any sale of the Security complete with the Securities laws (as defined below).
- 5. Market Fluctuations:** Alpine is not responsible for any fluctuations in the market price of the Security during the clearing period, including, but not limited to, the Security Depositor submitting the Security, filling the Characteristics, or filing the Agreement. The Security Depositor acknowledges that the clearing process might take a reasonable amount of time and agrees to hold Alpine harmless for and waive any and all claims relating to any loss in market value of the Security that occurs during this period, if Security Depositor has a pre-existing written agreement to become transfer and physical certificates with these brokerage firms, that agreement may supersede this provision.
- 6. New DTC Eligible Securities:** Due to their telephone-based and high-risk nature, Alpine has a unique ability to trade DTC eligible securities. First, Alpine charges \$1,000 per deposit of non-DTC eligible securities. Second, Alpine charges the customer a transfer, delivery, or trust fees that are equal to the bid/ask. Third, Alpine will not automatically prorate from the sale of non-DTC eligible securities until thirty (30) days after the trade settlement day. Fourth, & for this reason, Alpine fails to deliver and the buyer's firm makes a day-in or day-out guarantee. Alpine will pass on any resulting fees to the account holder. If you have any questions, please discuss them with your broker and ensure you thoroughly understand this policy before you send Alpine any certificates or initiate any transfers in non-DTC eligible securities.
- 7. Subject matter to the Securities Laws:** The acceptance of any deposit of the Security or related securities is expressly subject to the Security Depositor's strict adherence to all applicable securities laws (the "Securities Laws"), including, but not limited to:
 - 8. Federal Securities Laws:** Federal securities law makes it unlawful for any person to make use of any means or instrument of interstate commerce or in the mail to sell a security which has not been registered, or to deliver through the mail a security which has not been registered. Accordingly, unless a person or entity can apply for an exemption to the laws of securities, all securities sold are required to be registered pursuant to Section 5 of the Securities Act of 1933 (the "1933 Act").
 - 9. Securities Fraud:** Federal securities law makes it unlawful for any person to offer or sell any security by the use of any means of interstate communication or transportation, including the mail, in order to employ a scheme to defraud, to obtain money by means of material information, or to engage in a course of business that would operate as a fraud on the purchaser.
 - 10. Market Trading:** Federal securities law prohibits market trading, which generally refers to buying or selling a security in breach of a fiduciary duty or other statement of trust or confidence, such as possession of material, nonpublic information about the security.

Depositor Securities Representation Form 13 of 1

Under trading violations may also include "spiking" stock offerings, security trading by the person "tipped," and securities trading by those who misappropriate such information.

Market Manipulation: Market manipulation describes a deliberate attempt to distort the free operation of the market and create artificial bias or misleading appearances with respect to the price of, or market for, a security, commodity or derivative. Market manipulation is prohibited under federal securities laws, and:

Money Laundering: The Bank Secrecy Act (BSA), and its implementing regulations, is a tool the U.S. Government uses to fight drug trafficking, money laundering, and other crimes. Congress enacted the BSA to prevent banks and other financial service providers from being used as intermediaries for, or to hide the trail of, deposit of money derived from criminal activity. Federal law makes money laundering a criminal act. Money laundering is the criminal practice of filtering illicit "dirty" money through a series of bank transactions, so the funds are "blended" to mask the proceeds from illegal activities.

Acting in concert: Security Depositor certifies that he is not engaged in any joint, coordinated, parallel, concerted, or concerted action with any other person toward a common goal regarding the securities, whether by agreement or informal arrangement or understanding, including:

- Security Depositor's personal sale of Securities is not being coordinated with previous sales by any other person.
- Security Depositor is not paying or sharing, directly or indirectly, any of the proceeds from the sale of the Securities with the issuer or the person from whom the Security Depositor acquired the Securities.
- Security Depositor has not coordinated and will not coordinate with others the sale of the Securities or options, warrants, convertible notes, or similar securities convertible into Stock of the same issuer.
- Security Depositor has not communicated and will not communicate with Alpine about the timing, price, or number of shares of the issuer to be sold or purchased by others.
- Security Depositor will not receive or rely on, oral, telephone, suggestions, instructions, or similar advice from any other person in connection with the sale of the Securities.
- Neither the Security Depositor nor any other person is keeping continual records of the sale of the Securities, which records are disclosed by the Customer and any other person.

Additionally, the Security Depositor represents and warrants that the information provided in the Questionnaire is true and correct, and acknowledges that Alpine will rely on the above information in determining whether to accept requests for the deposit of the Security. If Security Depositor is unsure of or does not understand any term discussed either in the Questionnaire or in the Agreement, the Security Depositor should seek the advice of independent counsel, in order for Alpine to assess any deposit of any security, the Security Depositor agrees to accept the above terms of this Agreement.

The Security Depositor hereby certifies, under penalty of perjury, that the foregoing is accurate and complete in all material respects.

CHEN SHENG LI

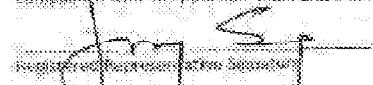
09/12/2015

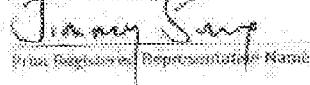
Signature of the Security Depositor or the
Authorized Person if Owner is an Entity

Print the Security Depositor's Name, or
Name & Title if Owner is an Entity

Authorized Representative Approval:

The undersigned Registered Principal has carefully reviewed the Questionnaire, this Agreement, and the appropriate supporting documents, and represents to Alpine that to the Registered Principal's best knowledge the information is true and correct and is made in compliance with all appropriate federal and state laws, rules and regulations.

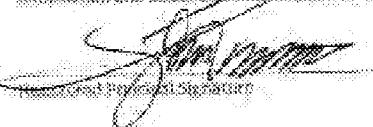

Signature of Registered Principal

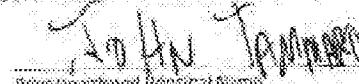

Print Registered Representative's Name

7/2/15
Date

Personnel Approval:

The undersigned Registered Principal has reviewed the Questionnaire and represents to Alpine that to the Registered Principal's knowledge the information and attached documentation are being provided in compliance with firm policy.


Signature of Registered Principal


Print Registered Principal Name

7/2/15
Date

Confidence No.

85

Shares

389621

IMMAGE BIOTHERAPEUTICS CORP.

COMMON

209,600,000 SHARES AUTHORIZED
PAR VALUE \$0.01 PER SHARE

CUSIP 45250J60

is the record holder

This certifies _____
THREE MILLION EIGHT HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED TWENTY ONE*
shares of Common Stock of
IMMAGE BIOTHERAPEUTICS CORP.

is transferred and on the share register of the corporation is registered by SHENG LI CHEN

His certificate properly endorsed or signed.

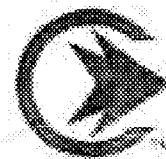
Its certificate and the shares represented hereby are issued and shall be held subject

to incorporation of the laws of the corporation and any state, federal or otherwise.

WITNESS the signatures of its duly authorized 31st day of AUGUST 2015

SHENG LI CHEN

SHENG LI CHEN



BOOTH UDALL FULLER

INTELLECTUAL PROPERTY LAW

W. Scott Lawlor
Corporate/Securities Attorney
WSL@BoothUdall.com

August 31, 2013

Email: jung@primaryllc.com

Primary Capital LLC.

Attn: Jim Sung
90 Broad Street, Suite 903
New York, NY 10004

Re: Immage Biotherapeutics Corp. (previously Epicure Charcoal, Inc.) – Legal Opinion

Dear Mr. Sung:

I have been asked to render this opinion in connection with the proposed sale of 3,897,621 shares of common stock (the "Stock") of Immage Biotherapeutics Corp. (previously Epicure Charcoal, Inc.) a Nevada corporation (the "Issuer"), held by Sheng Li Chen (the "Holder") and represented by stock certificate numbered #5, which I understand has been forwarded to your office for deposit into Ms. Chen's account with Primary Capital LLC.

The Holder acquired the Stock from four (4) previous holders (identified below), each of whom purchased the Stock directly from the Issuer on or about, August 24, 2013, pursuant to an effective Registration Statement filed by the Issuer on Form S-1/A, file number 333-185368, effective date August 1, 2013. Neither the Holder or the previous holders are or have been affiliates of the Issuer within the last ninety (90) days. The previous holders of the Stock are:

Esmeralda Esterhuizen – 4,145 shares
Francis Albertus Gaito – 3,500 shares
Katherina Cecilia Jacoba Germishuizen – 3,316 shares
Lorraine Jacqueline Goetsch – 3,316 shares

Ms. Chen acquired all of the shares identified above which were subject to a 223:1 forward stock split which comprise the 3,897,621 shares currently owned by Ms. Chen. Each of the four (4) shareholders sold 100% of all the shares they owned, to Ms. Chen, who was the only buyer of their shares.

1255 W. Rio Salado Pkwy., Ste. 215
Tempe, AZ 85281
P: 480.830.2700

Booth Udall Fuller, PLLC
www.BoothUdall.com

3000 South 31st Street, Ste. 100
Temple, TX 76502
P: 254.870.5606

Primary Capital LLC
Sheng Li Chen/JM/MG
Page 2 of 2



Based on the foregoing, I am of the opinion that the stock transactions by which the Stock was issued to the Holder was validly registered pursuant to the Securities Act of 1933 (the "Act").

I have assumed that:

- (i) All signatures are genuine, and all documents submitted to me as copies conform substantially to the originals; and
- (ii) The Holder is an individual residing in China.

Based on the foregoing, I am of the opinion that the Holder is able to freely sell the Stock.

This opinion is rendered solely for your benefit in connection with the transactions regarding the Stock and may not be relied upon by you for any other purpose, or be furnished to, used, circulated, quoted or relied upon by any other person for any purpose whatsoever without my prior written consent.

This opinion expresses no further opinion regarding any restriction that may be imposed by any securities laws upon the resale of the Stock in the United States. Moreover, this opinion expresses no further opinion regarding any law other than the federal securities laws of the United States.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Scott Lawler".

W. Scott Lawler, Esq.

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of the 31st day of March, 2015 by and between **Chen Shengli**, an individual residing in the Province of Guangdong, China ("Purchaser") and **Esterhuizen Esmeralda**, **Gallo Francis Albertus**, **Germishuizen Katherina** and **Goetsch Lorraine Jacqueline**, each an individual residing in South Africa (collectively the "Seller(s)");

RECITALS

WHEREAS, the Sellers collectively own and wish to sell 3,897,621 free-trading shares of common stock ("Shares") of **EPICURE CHARCOAL, INC**, a Nevada corporation (the "Company"); and

WHEREAS, the Sellers propose to sell the Shares to the Purchaser on the terms set forth herein and Purchaser wishes to purchase the Shares from the Seller on the terms set forth herein.

IN CONSIDERATION of the promises, representations, warranties and covenants contained herein and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE AND CLOSING

1.1 **Sale:** (a) Subject to the terms and conditions of this Agreement, the Seller(s) agree to sell the Shares to the Purchaser, and the Purchaser agrees to Purchase the Shares for **Fourteen Thousand Five hundred Sixty-Four dollars and Forty Cents** (\$14,564.40) (the "Purchase Price").
(b) The Purchase Price shall be placed into escrow with **Smith Urdall Fuller, PLLC**, who is serving as Escrow Agent. The account wire transfer instructions for the Purchase Price as follows:

Wiring Instructions:

JP Morgan Chase, N.A.
1 Chase Manhattan Plaza
New York, NY 10005

Federal Wire ABA/Routing 021099021
ACH Routing number: 122100024
Swift: CHASUS33
Account number: [REDACTED]
Account Name: Smith Urdall Fuller PLC

1.2 **Conditions to Closing.** It is agreed that all of the funds consisting of the Purchase Price shall remain in the Escrow Account until (a) all of the conditions of the Escrow Agreement have been met; and (b) the Sellers have delivered to the Escrow Agent all share certificates representing the Shares, each with a duly executed power of attorney and medallion signature guarantee or other form of signature guarantee that shall be acceptable to the Company's transfer agent to effect the transfer of the Shares.

1.3 **Closing; Release of Purchase Price and the Securities.**

- (a) Upon full performance and satisfaction of all of the conditions set forth in Section 1.2 above in the Escrow Agent, the sale of the Shares shall take place at the offices of the Escrow Agent (the "Closing").
- (b) At the Closing, the Escrow Agent shall release the Shares to the Purchaser and/or its assigns and release the Purchase Price to the Sellers.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER.

2.1 The Seller's warrant, covenant, and represent to the Purchaser with the intention of inducing the Purchaser to enter into this Agreement that:

- (a) Immediately prior to and at the Closing, each Seller has legal right and authority to sell the Shares to the Purchaser and on the Closing Date and each Seller shall transfer the Shares to the Purchaser free and clear of all liens, restrictions, covenants or adverse claims of any kind of character.
- (b) Each Seller has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by each Seller hereunder and to consummate the transactions contemplated hereby and the Escrow Agreement has been validly executed by each Seller or someone authorized to sign on their behalf.
- (c) None of the Seller, during the past ninety (90) days, has been a ten percent (10%) or greater shareholder or an "affiliate" of the Company, as that term is defined in Rule 144 promulgated under the United States Securities Act 1933, as amended (the "Securities Act").
- (d) To the best of the knowledge, information and belief of each Seller there are no circumstances that may result in any material adverse effect to the Company or the value of the Shares that are now in existence or may hereafter arise.
- (e) Each Seller acquired the shares from the Corporation pursuant to an effective Form S1 registration statement.
- (f) The Seller agrees to execute and deliver such other documents and to perform such other acts as shall be necessary to effectuate the purposes of this Agreement.

2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

3.1 The Purchaser represents and warrants to the Sellers that the Purchaser:

- (a) Has the legal power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated; and
- (b) Has the necessary financial and business experience to make an informed decision to purchase the shares, including access to all the Company's information and business operations;
- (c) Is acquiring the Shares as principal for the Purchaser's own account, for investment purposes only, and no other person has a direct or indirect beneficial interest in the Purchased Shares.

3. MISCELLANEOUS

3.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they have fully understood the provisions of this Agreement.

3.2 Unless otherwise provided, all dollar amounts referred to in this Agreement are in United States Dollars.

3.3 There are no representations, warranties, collateral agreements, or conditions concerning the subject matter of this Agreement except as herein specified.

4.1 This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. The parties hereby attorney to the jurisdiction of the courts located in Clark County, Nevada with respect to any legal proceedings arising from this Agreement.

4.5 The representations and warranties of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Purchased Shares and shall continue in full force and effect for a period of one year.

4.6 This Agreement may be executed in several counter parts, each of which will be deemed to be an original and all of which together constitute one and the same instrument.

4.7 Delivery of an executed copy of this Agreement by electronic, facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of the Agreement as of the date set on page one of this Agreement.

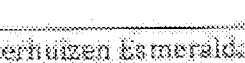
Each of the parties hereto has executed this Agreement to be effective as of the last date recorded below.

PURCHASER

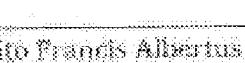
 30th MARCH 2015

Chen Shengli Date

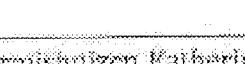
SELLERS

 Date

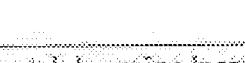
Esterhazy Emeralds Date

 Date

Gaito Francis Albertus Date

 Date

Germishuizen Catherine Date

 Date

Goestch Lorraine Jacqueline Date

This agreement may be executed in counterparts.

Each of the parties hereto has executed this Agreement to be effective as of the last date recorded below.

PURCHASER

Chen Shengji

Wade

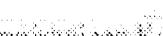
SELLERS


Stephan
Lichtenhagen

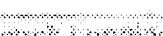

Stephan
Lichtenhagen


Stephan
Lichtenhagen


Stephan
Lichtenhagen


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Lichtenhagen


Stephan
Lichtenhagen


Stephan
Lichtenhagen


Stephan
Lichtenhagen

This agreement may be executed in counterparts.

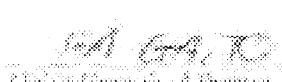
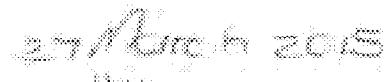
- Each of the parties hereto has executed this Agreement to be effective as of the last date recorded below.

PURCHASER

 Brian Shengli  Brian

SELLER

 Christopher Kuehne  Christopher

 Christopher Kuehne
Chair, French Athenee  27 Nov 2015
Chair

 Christopher Kuehne  Christopher

 Christopher Kuehne  Christopher

This agreement may be executed in counterparts.



Each of the parties hereto has executed this Agreement as of the last date recorded below:

BUYERS

..... Date
Yan Shengli

SELLERS

..... Date
Katherine Katherina

..... Date
Lorraine Jacqueline

..... Date
Katherine Katherine
Katherine Katherine

..... Date
Lorraine Jacqueline

..... Date
This agreement may be executed in counterparts.

Each of the parties hereto has executed this Agreement to the objective of the last date marked below:

PURCHASE

..... Chen Shanchi Date

SELLERS

..... Chen Shanchi Date

..... Chen Feicai Albertus Date

..... Garmishchen Katherine Date

J. J. Gath *M. Hodges*
..... Gath, Loraine Jacqueline Date

This agreement may be executed in counterparts.

该文系《新亚学报》第12期上所载。

UNIVERSITY CHAMBER OF COMMERCE
112 North Curry Street
Carson City, Nevada 89701

THE BIRDS OF THE SOLOMON ISLANDS

Journal of the Royal Statistical Society, Series B (Statistical Methodology), Vol. 78, No. 3, 2010, pp. 533–552

Subscriptions: Please complete, execute and return to the Company the enclosed copy of the Subscription Agreement. The Company will review the materials and, if the subscription is accepted, the Company will execute the Subscription Agreement and return a copy of the materials to you for your records.

10. *What is the best way to prevent the spread of COVID-19?*

Any electronic transmission of the information contained in your electronic message will be accepted as your electronic signature.

Payments: Payment for the amount of the Share will be made to the trustee of the property concerned Settlement Agreement, as such date as the Company shall specify by written notice to the members (unless such period is extended in the sole discretion of the President of the Company), of a cheque or wire transfer of immediately available funds to the Company at the address set forth below or an account specified by the Company. The closing of the transaction contemplated hereby (the "Closing") will be held on 16 days from 07/11/2013 or such earlier date specified in such notice (unless the closing date is changed in the sole discretion of the President of the Company by up to an additional 30 days). There is no minimum or aggregate amount of Shares which must be held in a common account to the Closing, and the Company may postpone the one or more Closings while attempting to offer the Shares that constitute the unpaid portion of the Offering.

THE BIRDS OF THE SOLOMON ISLANDS

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SPICER CHARTS, INC.
112 North 10th Street
Omaha, Nebraska 68103

THE PURCHASE OF SHARES OF COMPANY, INC. INVOLVES A HIGH DEGREE OF RISK AND
SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF
THEIR ENTIRE INVESTMENT.

EVERY POTENTIAL INVESTOR PRIOR TO ANY INVESTMENT OR PURCHASE OF COMPANY NAME, INC.'S SHARES SHOULD READ THE PROSPECTUS RELATING TO THIS OFFERING.

SUBSCRIPTION AGREEMENT (SAC) FORM 1

I, the undersigned (the "Subscriber"), hereby subscribe voluntarily for the number of Shares on this date, upon and subject to the terms and conditions as set forth in the Corporation's Articles of Incorporation filed on Form D-1 and dated on or around 07-22-2013.

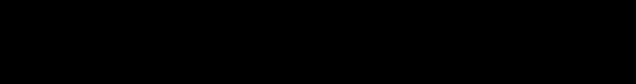
Total Number of Shares to be Acquired 3016

Amount to be Paid (price of \$100 per Share) \$ 301,600

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement
the 23 of August, 2013.

NAME (PRINT) as it should appear on the Certificate: KATHERINE Cecilia Jacobs

Signature

ADDRESS: 

Joint Ownership, check one (all parties to signature above):

Joint Tenants with Right of Survivorship:

 Tenants in Common

 Community Property

Partnership or a Business or an Organization, check one:

 Trust

 Joint

 Power of Attorney

 Name and Type of Business Organization:

IDENTIFICATION AUTHENTICATION REQUIRED

Sign in my name and Social Security # - Passport - Driver License - Tax

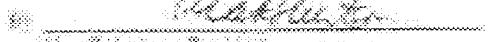


SIGNATURE Katharine Jacobs

STATE AND SIGNATURE REQUIRED

The foregoing Subscription Agreement is made and entered into on behalf of LPN HOLDINGS





Mark H. Jacobs
Mark H. Jacobs, President



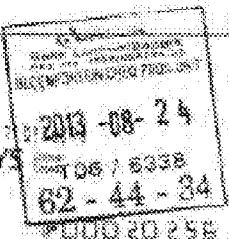


PRELLEPLAAT

Not Transferable
Nie Oordraagbaar nie

THE VALUE OF
THE SECURITY IS NOT FIXED OR FIRM.

BARCLAYS



Barclays

KCS Commissaris

for Checks in Please Capitalize

16

